been simply anglicized. The following are typical: Art. 183 (II) "affines in right line" (relations by affinity in direct line); Art. 265 "incommunicability" (clause against community); Art. 293 (VI) "disappropriation" (taking of property by eminent domain); Art. 486 "pignorative creditor" (pledgee); Art. 516, "voluptuary improvements" (for pleasure, not necessary or beneficial); Art. 520 (II) "tradition" (delivery); Art. 520, Single Paragraph: "to prescribe" (to bar by the statute of limitations); Art 521 "regressive right" (right of indemnity); p. 134, "finds" (finding); Art. 647, "resolved" (terminated); Art. 939, "acquittance" (receipt); p. 206, "payment by consignation" (judicial deposit); p. 210, "dation in payment" (giving in payment); Art. 1026, "transaction" (compromise); Art. 1039, "compromise" (arbitration); Art. 1101 "commutative contract" (reciprocal); Art. 1149, "right of prelation" (preference); Art. 1193, "locator" (lessor); p. 245, "location of estates" (lease); p. 247, "location of services" (contract for services); Art. 1589 "accretes" (accrues); Art. 1591 (I), "notoriously known" (publicly known).

At times the correct English equivalent is used in one paragraph and the Anglicized version of the Portuguese in another. In these cases the foreign terminology is merely an imperfection which does not seriously detract from the merits of the translation. In many instances, however, the meaning of the original text is obscured thereby to such a degree that a study of the context or a familiarity with Roman law is necessary before it can be understood.

Another peculiarity, which is disturbing to the reader, is the frequent parenthetical insertion of Portuguese words and phrases of the simplest kind.

E. G. LORENZEN.

Yale University, School of Law.

*Handbook of Admiralty Law.* By Robert M. Hughes. Second Edition. St. Paul, West Publishing Co., 1920. pp. xviii, 572.

In the first edition Mr. Hughes succeeded in stating the elementary principles of the Admiralty Law, as administered in this country, with clearness and brevity; and in the second he has modernized the text and references without impairing the practical usefulness of the book by over-expanding it. It is much easier to compound a hash of all the cases on a given topic than to collect and state the controlling principles of decision as Mr. Hughes has done. This gives to his work a touch of personality and a note of authority not always found in modern textbooks. The original classification and sub-division, which made it a most convenient reference book, have been preserved, and the citation of authorities is discriminating yet comprehensive. Changes in the original text, made necessary by the progress of the law, may be noted.

Unfortunately, the Act of Congress of March 30, 1920, giving a right of action to the personal representative for death caused by wrongful act or neglect occurring on the high seas, and providing that contributory negligence should not bar the action, but that "the court shall take into consideration the degree of negligence attributable to the decedent and reduce the recovery accordingly," came too late for comment in the text, though it is printed in the margin. Congress might better have applied the recognized Admiralty rule of equal division of damages in cases of mutual fault, but aside from that the Act seems inadequate, because the right of action is given only when the fault or neglect occurs on the high seas, as distinct from the navigable waters of the United States. This leaves all cases where the right of action arises within the three mile limit, subject to the defense of contributory negligence and to all other limitations of the applicable local statute. It also leaves open the question whether the act covers the case of an injury on the high seas followed by death within the three mile limit. Is the act a survival act or a death act,

and if the former, can any cause of action for compensatory damages survive to the representative except when the seaman, had he lived, would have had a cause of action for compensatory damages under the rules formulated in *The Osceola* (1903) 189 U. S. 158, 23 Sup. Ct. 483. One would like to have had Mr. Hughes' comments on these questions.

Other new questions have arisen as to the rights of persons injured in maritime employment to claim compensation under local workmen's compensation acts. Mr. Hughes suggests that since the Admiralty (until the Act of 1920) gave no right of action to the representative of the deceased workmen for injuries resulting in death, but simply enforced state statutes on that subject, that substitution of a different remedy by the state can hardly be called an invasion of the exclusive Admiralty jurisdiction. But that loophole was closed by *Knickerbocker Ice Co. v. Stewart* (1920) 253 U. S. 149, 40 Sup. Ct. 438, only referred to in the note. Perhaps it is still possible that a way may be found to apply state compensation acts for the benefit of some workmen injured upon navigable waters within the three mile limit. The only constitutional objection upheld in the Knickerbocker Ice Co. Case was that the particular act in question was a delegation of the legislative power of Congress, and that objection may be avoided by inserting in another act a general definition of compensation acts. The other objection, that against impairing the harmony and unity of the maritime law, is a good constitutional objection against state legislation having that effect. [*Chelentis v. Luckenbach* (1918) 247 U. S. 372, 38 Sup. Ct. 501.] But as applied to Acts of Congress it is merely an argument *ab inconvenienti*, which is of considerable weight when applied, as in the Knickerbocker Ice Co. case, to the liability of a ship owner to a seaman injured in the service of the ship, but of no practical importance when applied to cases where a common-law remedy is already saved to the suitor at his option. In such cases at least, it would seem that Congress, which has changed the maritime rules of liability in many other respects, might constitutionally authorize a workman injured on navigable waters to resort at his option to a local workmen's compensation act, provided it complied with defined requirements.

In treating of the relative priority of maritime liens founded on contract, the author still adheres to the theory that they are to be ranked according to their relative merits. The older authorities fully support this theory, but in the writer's opinion, the practical result of all discussion as to their supposed relative merits is that the latest contract lien is the most meritorious, because the service out of which it arose may invariably be said to have enhanced the value or availability of the res for the benefit of all prior lienors. The cases in this country which reach a different result (except as to seamen's wages) are almost negligible. In other words, the attempt to rank contract liens according to their supposed merits simply leads to the right result by an erroneous process of reasoning totally inapplicable to the marshalling of tort liens, or to conflicts of priority between tort and contract liens. It is submitted that the true principle applicable in all cases is that pointed out in *The John G. Stevens* (1898) 170 U. S. 113, 18 Sup. Ct. 544, that a maritime lien is a *jus in re*, which makes the lienor a part owner in interest in the vessel from the time when his lien attaches. And while the court did not in that opinion lay down any general rule, it follows from the peculiar quality of the right that all maritime liens which in fact arise out of successive transactions must be payable in the inverse order of their attachment, unless an arbitrary exception is to be made in favor of seamen's wages, as the opinion suggests.

For its own sake the profession will regret that Mr. Hughes did not include in this volume a study of recent development in the law of contraband and prize.

JOHN KIMBERLY BEACH.

Yale University, School of Law.